

AMENDMENTS TO THE CLAIMS

Claims 1-56 are pending in the application.

Claims 1-56 stand rejected under 35 U.S.C. §102(e) as being anticipated by Ewald *et al.*
The rejection is respectfully traversed.

To anticipate a claim, a reference must teach every element of the claim. In particular, a "claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). "The identical invention must be shown in as complete detail as is contained in the ... claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). The elements must be arranged as required by the claim, but this is not an *ipsissimis verbis* test, i.e., identity of terminology is not required. *In re Bond*, 910 F.2d 831, 15 USPQ2d 1566 (Fed. Cir. 1990). In the present case, Ewald fails to describe or disclose numerous features of the independent claims, and therefore Ewald cannot support an anticipation rejection.

CLAIM 1

The invention recited in Claim 1 is concerned with, *inter alia*,:

“exchanging documents in transactions between partners. The partners are joined in an exchange network and are communicating with each other via a hub entity. **The documents are transformed from one partner's native format to another partner's native format**” (see Abstract, emphasis added.)

While various steps are recited in Claim 1, Claim 1 explicitly recites as follows (emphasis added):

performing steps, by the hub entity, including,

retrieving the document from the file receive location,

validating the document against its respective agreement,

transforming the document into a standard document format that is partner system platform neutral and that is a different data format than the format in which the document from the first partner was received,
assigning a key to the document for future references,
processing the document based on the agreement, the process including applying rules of the hub entity and rules of the first partner, **and**
based on the corresponding agreement, **transforming the processed document from the standard format into an altered document format that is associated with a second partner and sending the altered document to the second partner.**

An example is illustrated in paragraph [0022] and Fig. 2 of applicants' specification. Paragraph [0022] is reproduced hereinbelow for convenience (emphasis added):

[0022] As further illustrated in FIG. 2, **when partner-a 102a sends a document 104a (e.g. purchase order, invoice, shipping label, etc.) intended for partner-b, that document is first transformed by the mapping facility 202a in the Exchange from its native format into the standard document format.** In this case the mapping facility 202a operates to provide **inbound mapping**. For clarity, the transformed document 204 will be referred to as the "standard document". The standard document format is a more flexible format accommodating the common business rules. Then, assuming that it resides at the hub entity, the Exchange 200 applies the business rules and policies of the hub entity and partner-a to the standard document 204. The rules and policies are applied using a common process for business rules 206 which takes into account the partner-specific rule cases (1, 2, . . . n) That is, the Exchange employs the same common process 206 but with partner-specific rules. In the illustrated example, **the next mapping facility 202b is employed in an outbound direction for converting the format of the resulting standard document into the native format of the document intended for partner-b.** Although not shown, this could apply to documents exchanged between any of the partners including partner-c and partner-d (102c&d).

THE EWALD REFERENCE

In stark contrast, Ewald is concerned with storing a document so that it can be retrieved by a second party, and is completely silent about “transforming the processed document from the standard format into an altered document format that is associated with a second partner and sending the altered document to the second partner” as recited in Claim 1.

To support the rejection, the Office Action cited various entities in Fig. 2 of Ewald. However, upon careful reading of the accompanying text, it is evident Ewald does not teach or fairly suggest *at least* the claim limitation, “transforming the processed document from the standard format into an altered document format that is associated with a second partner and sending the altered document to the second partner.” Indeed, paragraphs [0038-0041] of Ewald describe a snapshot of the Ewald teaching as follows (emphasis added):

[0038] Document exchange system 30, FIG. 2 of this invention includes write dispatcher 32 configured to **receive a semi-structured document** in XML form via communication link 36 **posted by first party interface program 35** and also configured to **receive access control information via communication link 38 from first party interface program 35** relating to authorized reviewers of the document to be posted.

[0039] Document exchange system 30 further includes **capsule creator 40** responsive to write dispatcher 32 **configured to merge the semi-structured document and the access control information from link 38 into a capsule in the form of a second semi-structured document** where the document to be posted is annotated with a first annotation and the access control information is annotated with a second annotation. **Capsule database 42 stores this capsule**, and **capsule indexer 44 is configured to create an index entry for the capsule which is stored in index database 46**. This way, if the first party is the motor vehicle manufacturer discussed above, the battery specifications and the list of vendors who are authorized to view those battery specifications are merged into a capsule by capsule creator 40 in the form of a semi-

structured document, that capsule is stored in capsule database 42, and indexed by capsule indexer 44 resulting in an index stored in index database 46.

[0040] **Read dispatcher 50 receives a query from second party interface program 53** via communication link 54 **and also receives identification information from second party interface program 53** via communication link 56. To receive the query from second party 52, second party interface program 53 generates web page screen 210, FIG. 3. In this example, second party 52, who may be a company desiring to make a quote, can easily search the shipping requests by typing the searching criteria at 212. **Query creator 58 FIG. 2 is configured to create an annotated query** in the form of the second party query annotated with the first annotation and the identification information annotated with the second annotation. **Query processor 60, which is typically a search engine such as ALTAVISTA.RTM., searches index database 46 to find all index entries that match the annotated query and storage server 62 retrieves from capsule database 42 all capsules** that correspond to the matched index entries.

[0041] Finally, **capsule extractor 64 is configured to extract from all the retrieved capsules the original posted documents** which are then forwarded to second party interface program 53.

COMPARISON OF CLAIM 1 AND THE EWALD REFERENCE

Ewald combines a document with access control information and stores it in a capsule. The capsule is indexed for future retrieval. Upon retrieval of the capsule, a capsule extractor extracts the original posted document and forwards that to the second party interface. Such teaching of Ewald is completely different from, *at least*, the hub entity of Claim 1 performing the steps of (emphasis added):

transforming the document into a standard document format that is partner system platform neutral and that is a different data format than the format in which the document from the first partner was received,

assigning a key to the document for future references,
processing the document based on the agreement, the process including applying
rules of the hub entity and rules of the first partner, **and**
based on the corresponding agreement, **transforming the processed document** from the
standard format **into an altered document format that is associated with a second partner**
and sending the altered document to the second partner.

Based on all of the foregoing reasons, Ewald does not anticipate Claim 1 because Ewald does not teach or fairly suggest each and every element as set forth in Claim 1. Further, Ewald does not show the identical invention of Claim 1 in as complete detail as is contained in Claim 1. Further, Ewald does not disclose or fairly suggest elements arranged as required by Claim 1. In fact, Ewald is deficient in its teachings with respect to several of the features recited in Claim 1.

Claim 12 recites similar features as Claim 1 and, therefore, is patentable over Ewald for at least the same reasons as Claim 1.

Claims 2-11 depend from Claim 1 and **Claims 13-22** depend from Claim 12. Hence, each of these dependent claims is patentable over the cited reference of record for at least the same reasons as the claim from which it depends. Furthermore, each of these dependent claims includes at least one other limitation that makes it further patentable over the reference of record. However, due to the fundamental differences between Claim 1 and Ewald discussed above, discussion of these additional differences is unnecessary and is foregone at this time beyond the extent that may be presented hereafter. However, the rejection of the dependent claims is collectively traversed, and no statements of official notice, overarching allegations of anticipation, or allegations of well-known features that may be present in the Office Action are stipulated to or admitted as prior art features, and the right to separately argue such features in the future is not disclaimed.

Claims 23-56 were rejected based on the same rationale provided for Claims 1-22. Accordingly, claims 23-56 are allowable for the same reasons given above in the remarks

presented above in reference to Claim 1. In particular, independent **Claims 23 and 40** are allowable for the same reasons given above for claim 1. **Claims 24-39** depend from Claim 23 and **Claims 41-56** depend from Claim 40. Hence, each of these dependent claims is patentable over the cited reference of record for at least the same reasons as the claim from which it depends. Furthermore, each of these dependent claims includes at least one other limitation that makes it further patentable over the reference of record. However, due to the fundamental differences between claims 23 and 40 and Ewald discussed above, discussion of these additional differences is unnecessary and is foregone at this time beyond the extent that may be presented hereafter. However, the rejection of the dependent claims is collectively traversed, and no statements of official notice, overarching allegations of anticipation, or allegations of well-known features that may be present in the Office Action are stipulated to or admitted as prior art features, and the right to separately argue such features in the future is not disclaimed.

Reconsideration and withdrawal of the rejection of Claims 1-56 under 35 U.S.C. §102(e) is respectfully requested.